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A
R E P O R T
FROM THE
C O M M I T T E E

To whom all the
BOOKS, INSTRUMENTS, and PAPERS
Relating to the
SALE of the ESTATE
O F
JAMES late Earl of *Derwentwater*,
WERE REFERRED.



L O N D O N, Printed in the Year MDCCXXXII.

Copy

MEMO



A

Report from the Committee, &c.

Mercurii 22 Die Martis 1731.

LORD Gage reported from the Committee, to whom all the Books, Instruments, and Papers relating to the Sale of the Estate of *James* late Earl of *Derwentwater*, which have been presented to the House pursuant to their Orders, were referred, that the Committee had examined the said Books, Instruments, and Papers, and had agreed upon a Report, which they had directed him to make; and he read the Report in his Place, and afterwards delivered it in at the Table, together with an *Appendix* thereunto.

Ordered,

That the said Report be taken into Consideration to Morrow seven-night.

Ordered,

That such a Number of Copies of the said Report, and *Appendix* thereunto, be printed, as shall be sufficient for the Use of the Members of the House.

THE Committee, to whom all the Books, Instruments, and Papers relating to the Sale of the Estate of *James* late Earl of *Derwentwater*, were referred, pursuant to the Order of the House, have examined the said Books, Instruments, and Papers.

Before your Committee entred into their Examination, they perused the Act of Parliament, passed in the first Year of the Reign of his late Majesty King *George*, intituled, *An Act for appointing Commissioners to Enquire into the Estates of certain Traitors, and of Popish Recusants, and of Estates given to Superstitious Uses, in Order to raise Money out of them severally, for the Use of the Publick*: And also, the Act passed in the fourth Year of his said late Majesty's Reign, intituled, *An Act for Vesting the Forfeited Estates in Great Britain and Ireland in Trustees, to be sold for the Use of the Publick; and for giving Relief to lawful Creditors, by determining the Claims; and for more effectual bringing into the respective Exchequers, the Rents and Profits of the said Estates, till sold.*

By the first of which Acts it was Enacted, That all Estates of what Nature or Kind soever, whereof any Person or Persons attainted of High Treason since the Twenty-fourth of *June* 1715, and before the Twenty-fourth of *June* 1718, for Crimes committed before the First of *June* 1716, was, were, or should be seized or possessed of, in his, her, or their own Right, or to his, her, or their own Use, or whereof any other Person or Persons, was, were, or should be possessed of, or interested in, or to the Use of or in Trust for them or any of them, on the

said

faid Twenty-fourth of *June* 1715, or at any Time afterwards, should be forfeited to, and vested in his said late Majesty, his Heirs and Successors, and were declared to be so vested, according to the several and respective Estates and Interests, which the said Persons Attainted or to be Attainted, or any in Trust for them, or any of them, had or should have therein, for the Use of the Publick.

And to the End that all the Estates so vested might be better discovered and ascertained, Commissioners were appointed by the said Act for inquiring into all such Estates, and to receive and allow the Claims made, within the Times thereby appointed, of all and every Person and Persons (other than the Forfeiting Persons, or those in Trust for them) having any Estate, Right, Title, or Interest, in Law or Equity, in, to, out of, or upon any of the Estates so vested in his said late Majesty.

By the other Act of the fourth Year of his late Majesty's Reign, all Estates, which by the former Act were vested, or intended to be vested in his said late Majesty, his Heirs and Successors, were vested in Thirteen Commissioners and Trustees therein named, according to the several Estates and Interests vested or intended to be vested in his said late Majesty by the former Act, to the End the same might be bargained, sold, disposed of, and applyed by the said Trustees, and the Survivors of them, to and for the Uses in the said Act mentioned and declared.

And the said Commissioners and Trustees, or any four of them, were thereby declared a Court of Record; and they, or any four of them, were enabled and required to sell all and singular the Estates and Interests vested in them, (after such Claims allowed, as in the said Act prescribed) as soon after the Twenty-fifth Day of *March* 1718, as conveniently might be, to any Person or Persons being Protestants, Bodies politick or corporate (other than the said Commissioners and Trustees, or their Officers, or others in Trust for them, or any of them) and, in Order thereto, should cause publick Notice to be given by the Space of fifteen Days at least of the Time, and Place, when and where they intended to begin to expose to Sale any Part of such Premises; and at such appointed Time should expose the same to Sale, in such Parts or Proportions, as the said Commissioners and Trustees, or any four of them, should think convenient, by Cant or Auction; and the Person or Persons, who thereupon should bid most for the same, above the Price set thereon, should be deemed the Purchaser or Purchasers thereof; and the said Commissioners and Trustees, or any four of them, should immediately upon every such Sale or Contract cause an Entry to be made in their Books of all and every the particular Estates so sold and contracted for, and what Estate and Interest they sold therein; and for the Satisfaction of such Buyers or Contractors, if they should insist thereupon, the said Commissioners and Trustees, or any four of them, should give a Note in Writing, under their Hands and Seals, unto the several Buyers, expressing the Particulars by them bought, for what Estate or Interest therein, the Price and the Time of such Sale or Contract, and thereupon such Buyers should pay the Price agreed on into the Exchequer, at the Time such Commissioners or Trustees, or any four of them, should appoint; and they, or any four of them, being certified of the Payment thereof, should execute an Indenture or Contract of Bargain and Sale, of the Parcels so bought and paid for, as aforesaid, to every such Buyer or Buyers thereof, for such Estate or Interest therein, as the

the said Commissioners and Trustees, or any four of them, should contract to sell; which Indenture or Contract being enrolled, as the said Act directed, every such Purchaser or Purchasers, their Heirs, Successors, Executors, Administrators, or Assignes should hold and enjoy such Estate and Interest, as should be conveyed to them by the said Commissioners and Trustees, or any four of them, freed and discharged from all Claims and Demands of his said late Majesty, his Heirs, and Successors, and of the said Commissioners and Trustees, their Heirs, Executors, Administrators, and Assignes, and of all and every other Person or Persons whatsoever (other than and except such Claims and Demands allowed by the said Commissioners and Trustees, or any four of them, or Delegates on the Determination of such Claims) and also freed and discharged of and from all Breach of Trust, which could be pretended to be committed by the said Commissioners and Trustees, in not strictly pursuing the Powers or Directions given by the said Act.

And if any Person or Persons, who should contract for any Purchase, as aforesaid, should not within the Time appointed pay the Money contracted for, every such Buyer should forfeit one fifth part of the Consideration Money contracted for; and the Commissioners and Trustees, or any four of them, should proceed to a new Sale of all and every such Estate or Estates.

The said Act also directed the Payment of 1000*l. per Ann.* free of Taxes, to each Commissioner and Trustee, for his Labour, Pains and Services in the Execution of the several Trusts by the said Act reposed in him; and there was a Power for the Commissioners of the Treasury to pay, by way of Imprest, to such Person, as the said Commissioners and Trustees should nominate, such Sums of Money for the Payment of the Salaries of their Inferior Officers, and for Incident Charges, as the Commissioners of the Treasury should judge necessary and reasonable.

Upon entring into this Examination, your Committee found in a *London Gazette*, dated from *Saturday June* the Fifteenth, to *Tuesday June* the Eighteenth 1723, an Advertisement in the following Words.

“ Notice is hereby given, That on *Thursday* the Eleventh Day of
 “ *July* next, at Nine of the Clock in the Forenoon, all the Estate
 “ and Interest vested in the Commissioners and Trustees for the For-
 “ feited Estates in *England*, for the Use of the Publick, in and to the
 “ several Estates following, *viz.* The several Estates late of *James*
 “ late Earl of *Derwentwater*, in the several Counties of *Northumberland*,
 “ *Cumberland*, and *Durham*; and the several Estates late of *Francis*
 “ *Anderton*, in the several Counties of *Lancaster* and *Cumberland*; the
 “ Estate of *Henry Oxburgh*, in the *King's County* in the Kingdom of
 “ *Ireland*; a Messuage and Tenement called *Legram* alias *Leithgram*
 “ House, with the Appurtenances in *Bolland Cum Leithgram* in the
 “ County of *Lancaster*, late the Estate of *William Bolton*; one Annu-
 “ ity or yearly Payment of 200*l.* issuing out of, and charged up-
 “ on part of the Estate of *James* late Earl of *Derwentwater*, and
 “ payable during the Life of *Charles Radcliffe*, Brother to the said
 “ late Earl of *Derwentwater*; the Manor of *Twickenham* in the
 “ County of *Middlesex*, late the Estate of *Henry* late Lord Viscount
 “ *Bolingbroke*; and in, and to the Estate late of *Roger Dicconson*, in the
 “ County of *Lancaster*; will be severally exposed to Sale by way of
 “ Cant or Auction, before the said Commissioners and Trustees, at
 “ their Office in *Figg-tree-Court, Inner-Temple, London*, where Particu-
 “ lars

“ lars of the said Estates will be ready to be delivered on *Monday* the
 “ Twenty-fourth Instant. *Samuel Allen* Secretary.

And your Committee found a printed Particular of the said late Earl's Estate set up to Sale, pursuant to the Notice before, Intituled, *A Rental of the Estates late Lord Derwentwater's, in the Counties of Northumberland and Cumberland*, in the Body of which Particular, there is likewise inserted an Estate in the County Palatine of *Durham*; which Estates are there declared to be subject to an Annuity of 200*l.* payable to *Charles Radcliffe* during his Life, as also to other Annuities and Incumbrances therein mentioned: And at the End of the Rental it is inserted, That the above Estate was to be sold during the continuance of an Estate in Tail Male vested in *Charles Radcliffe*, younger Brother of the said late Earl in Remainder, expectant on the Death of *John Radcliffe*, only Son of the said late Earl under Age, and without Issue Male, a Copy of which Particular is hereto annexed, *Appendix*, No. I.

Hereupon inspecting the Minute-Book, wherein the Proceedings of the said Commissioners were each Day entered, your Committee found, that on the Eleventh of *July* 1723, the beforementioned Annuity is there declared to be sold to *Robert Hackett*, Esq; for 1205 *l.* without the Arrears, pursuant to an Order of the Board the Day before.

But in the Book, in which the Contracts of the respective Purchasers of the Forfeited Estates are entred, on the Days such Contracts were made, no Contract for the Sale of the said Annuity appeared to be entred; and your Committee observe among the Contracts dated the Eleventh of *July*, two Leaves are torn out, and in the same place a loose Leaf is pinn'd in, on which appeared to be entred a Contract for the Purchase of the aforesaid Annuity, Signed *Robert Hackett*; which loose Leaf no ways tallies to the remaining part of either of the Leaves torn out.

In the Minute-Book, where the Proceedings of the Twenty-fourth of *July* are entred, it is there mentioned, That Mr. *Hackett* having refused to perform his Contract, the said Annuity should be put up again to Sale on the *Tuesday* then next following.

And in the Book of Contracts your Committee found a Contract, signed *Math. White*, and dated the Thirtieth of the same *July*, in which he is declared Purchaser of the said Annuity of 200*l.* together with all the Arrears thereof, from the Attainder of the said *Charles Radcliffe*, for the Sum of 1201*l.* 1*s.* and no more.

Upon which your Committee inspected the Minutes of the Proceedings of the Thirtieth of *July*, and found only the Names of two of the Commissioners, Mr. Serjeant *Birch*, and Mr. *Bond*, entred as present that Day, and no Notice taken, that the said Annuity was either put up to Sale by Cant or Auction, or Sold; though in the aforesaid Contract *White* is declared to be the best Bidder: Nor did it appear to your Committee by any of the Books or Minutes, that the Commissioners ever demanded from *Hackett* the Forfeitureas, directed to be paid by the Act, for not performing his Contract.

In the Minute-Book, among the Proceedings of the Eleventh of *July* 1723, your Committee found, that the Estates of the late Earl of *Derwentwater* in the Counties of *Northumberland* and *Cumberland*, were sold to *William Smith* Esq; of *Billiter-Square*, *London*, for 1060*l.*: But upon inspecting the Book of Contracts, where those dated the Eleventh of the same *July* are entred, your Committee found no such Contract entred there; but two Leaves appeared to be torn out, and
 after

after several Contracts dated between the Eleventh and the Thirtieth of the same Month, a Contract is entred, signed *William Smith*, and dated, as on the Eleventh; by which the Estate Tail vested in *Charles Radcliffe* in Remainder, expectant on the Death of *John Radcliffe* without Issue Male, and also the Reversion in Fee of the said late Earl's Estates in *Northumberland* and *Cumberland*, subject to the Charges and Annuities mentioned in the printed Particular, are sold to the said *Smith* for 1060*l.* a Copy of which Contract is hereunto annexed, *Appendix, N^o. II.*

It also appeared to your Committee by an Original Precept, sealed and signed with the Names of four Commissioners, and directed to the said *William Smith*, requiring him to pay into the Exchequer 1060*l.* that the said Money was for the Purchase of Part of the Estate of the late Earl of *Derwentwater*, in the Counties of *Northumberland* and *Cumberland*.

Upon examining the Books, where Copies of the several Conveyances are entred, your Committee found, that in pursuance of the last mentioned Contract, a Conveyance was executed by the said Commissioners dated the Twenty-eighth of *September 1723.* whereby the said late Earl's Estates in the Counties of *Northumberland* and *Cumberland*, and the County Palatine of *Durham*, are conveyed to the said *Smith*.

It appearing to your Committee in the Course of their Examination, that Leaves have been torn or cut out, Erasurements made, and Interlineations inserted in the Minute Book, and Book of Contracts, they first examined in the most solemn Manner, *Mr. George Turbill*; who said, that he was formerly Register to the Commissioners for the Sale of the Forfeited Estates, and is now Keeper of the Records and Papers belonging to the said Commission; that since the said Records and Papers were delivered to him by *Mr. Allen*, the then Secretary to the said Commissioners, they have never been out of his Custody, nor have any Alterations been made in them to his Knowledge, since that Time.

That the first Time he observed Leaves to be torn out of the Book of Contracts, was, when *Mr. Smith* lately applied to him for Copies of some Claims, and the Contract for Sale of the late Lord *Derwentwater's* Estate; Upon the Examinant's Searching for the said Contract (which is dated the Eleventh of *July 1723.*) it was not entred among the Contracts of that Date, but Leaves had been there torn out, and he found it entred subsequent to another Contract, dated the Thirtieth of the same *July*.

Being shewn a loose Leaf, on which is entred the Contract for the Sale of *Mr. Radcliff's* Annuity to *Hacket*, and asked, where he found that Leaf, he answered, he found it at the End of the Contract Book, but pinn'd it into the Place, where he thought it belonged, and the first Time he saw it, was, when the before mentioned Application was made to him by *Smith*.

Mr. Samuel Allen, being also examined in the most solemn Manner, said, That he was appointed by the said Commissioners, first to be their Solicitor, and afterwards, upon the Removal of the late *Mr. Martin*, to be their Secretary; that he always locked up the Book of Contracts in the Commissioners Room; and upon his making Enquiry lately among *Martin's* Clerks, how Leaves came to be torn out of the said Book, they could give him no Account of the Matter.

The Book being shewn him, where *Smith's* Contract, dated the Eleventh of *July*, is entred, subsequent to one dated the Thirtieth, and he

he asked the Reason of it, he answered, it was wrote by one *Cooke*, a Clerk at that Time in the Office; and the Examinant believed the first Contract was torn out, and another was afterwards made and antedated; and he said, he believed, that several Leaves had been torn out before he entred upon the Office of Secretary, and might afterwards, but he never tore out any himself, nor did he remember he gave any Orders for so doing; if he did, it was when Contracts entred wrong by the Clerks have been torn out by the Commissioners Order; for he should never have given such Orders himself without their Direction.

He further said, That he believed several Leaves between the Eleventh and Eighteenth of *July* 1723, might be cut out of the said Book whilst in his Custody, but he knows nothing of the loose Leaf before mentioned, nor that there was any loose Leaf in the said Book, when he delivered it to Mr. *Turbill*; However, that there was not any at that Time, he would not positively affirm.

Mr. *William Cooke*, being examined in the most solemn Manner, said, That he was Registering Clerk to the Commissioners, and Engrossing Clerk of the Decrees.

Upon his being shewn the loose Leaf, whereon is entred *Hackett's* Contract mentioned before, and examined in Relation thereto, he said, That Contract was of his Hand-writing, he sometimes entring Contracts when the Clerk, whose Business it was to do it, was otherwise employed; but being so long since, he could not remember, whether he wrote it in a Book, or on a loose Sheet of Paper; But he did not remember, that he ever wrote any Contract on a loose Leaf.

He likewise said, That Mr. *White's* Contract for the Purchase of Mr. *Radcliff's* Annuity, dated the Thirtieth of *July* 1723, and Mr. *Smith's* Contract, dated the Eleventh of the same Month, were of his Hand-writing; but he could not remember the Days of the Month on which he wrote the same; yet he believed, by the Order in which they are entred in the Book, that *Smith's* Contract, dated the Eleventh, was wrote after *White's*, dated the Thirtieth. And he said he had his Directions concerning this Contract of *Smith's*, from one Mr. *Harris* only.

Mr. *John Harris*, being examined in the most solemn Manner, said, That he was Clerk under the Secretary to the said Commissioners, and being asked from whom he had the Draught of Mr. *Smith's* Contract, dated the Eleventh of *July*, and entred subsequent to *White's* of the Thirtieth; he answered, He had it from Mr. *Allen*, but remembred no Orders he gave to *Cooke* relating thereto, though *Cooke* sometimes assisted him.

Being asked, If he never observed any Leaves to be torn out of the Book of Contracts? He said, the first Time he did, was at his former Examination before your Committee; but he believed it had been a Practice in the Office to tear them out, when Mistakes have happened in the writing, or the Particular of an Estate has been defective, or a better Title has been made appear; But then it was never done without Order from the Board of Commissioners.

He further said, That he always attended the Sales of the Forfeited Estates, and particularly remembred he was present the Eleventh of *July* 1723, when the late Lord *Derwentwater's* Estate was set up to Sale; and he believed it was then sold to Mr. *Smith*, that the Contract was entred that Day in the Book, and he believed he was Witness to it,

it, because he was Witness to the other Contracts entred the same Day.

Then he was shewn the Book of Contracts; and not finding it entred among the other Contracts of that Date witnessed by him, the Examinant said, he believed it was torn or cut out, but by whom, or at what Time this was done, he could not remember.

Whereupon he was directed to declare, what he knew, or had heard relating to this Matter? And he informed your Committee, That Mr. *Allen*, and himself went to Mr. *Smith*, to know of him the Particulars of his Contract being cut out, and at what Time it was done. Mr. *Smith* told them, he believed it was done upon his Application to the Board of Commissioners, when he made it appear to them, that they had a better Estate or Interest left in them, than what they had sold to him; and therefore he had got an Order for a new Contract, the Draught of which *Smith* (upon the Examinant's asking him) said he believed was made out by the late Mr. *Moor*, who was then Master of the References. The Examinant then asking *Smith*, who tore out the first Contract? His Answer was, He did not see it torn out, nor did he know who did it, but he believed it was done the Thirtieth of July; The Examinant said, Mr. *Smith* did not mention the Names of the Commissioners present the Day this Order was made; But upon *Allen's* asking him, from whom he had this Intelligence of the Additional Estate? *Smith* answered, From Mr. *More*.

Mr. *Allen* in his Examination confirmed what Mr. *Harris* said in Relation to that, which *Smith* told *Harris* and him, and added likewise, That *Smith* said the new Contract was made for the same Consideration, as the former.

Mr. *Turbill* also in his Examination gave Information to your Committee, That Mr. *Smith* had, since this Enquiry began, given him the same Account in Relation to the vacating his first Contract, and that *Smith* told him, that upon his Application to the Commissioners, another Contract was made about twenty Days after, but dated as on the Eleventh of July.

And Mr. *Turbill* in another Part of his Examination said, That some time after the Death of Mr. *Radcliffe*, Son to the late Earl of *Derwentwater*, the Examinant then being in the Countrey, Mr. *Smith* wrote him a Letter, acquainting him, that now Mr. *Radcliffe* was dead, they should want Copies of several Claims and Decrees.

Hereupon, Mr. *Turbill* was asked, if he knew what Mr. *Smith* meant when he made use of the Word, *They*, and he answered, he supposed he meant other Persons, that were link'd with him in the Purchase.

The Examinant being ask'd, if he knew who those Persons were; he said, he had often heard Mr. *Smith* say, that Mr. *John Bond*, Sir *Joseph Eyles*, and Mr. *White* (the Purchaser of Mr. *Radcliffe's* Annuity) were concerned in the Purchase of the said late Earl's Land Estate; and the Examinant said, he remember'd Mr. *Smith* told him, that on the Eleventh of July, the Day of the Sale of this Estate, he the said *Smith*, upon seeing the printed Particular of the Estate hang up in the Office, asked one or more of the Persons abovenamed, if they would be concerned in a Lottery; and the Examinant thought he mentioned *White*; That since this Enquiry, the Examinant has also heard *Smith* say, That he and *White* were jointly concerned in the Purchase of the Annuity; but he did not mention, whether they were concerned at the Time of the Purchase, or since.

Your Commissioners also examined Mr. *Allen* and Mr. *Turbill*, whether Notice had been given of Mr. *Radcliff*'s Annuity being put up to Sale, after that Mr. *Hackett* went off from his Bargain, as mentioned before.

And Mr. *Allen* said, That he believed no Notice was given of a second Sale of the said Annuity, nor did he remember that he ever had any Orders for such Notice; and had there been any Sale that Day, he should have known it, being present all that Day.

Mr. *Turbill* said likewise, That he never had any Orders for Notice of that Sale himself, nor knew of any given to others, neither had he any Notes of Bidding at such second Sale.

By the Minute Book of the Proceedings of the said Commissioners, and by the Book of Contracts it appeared to your Committee, That several Contracts for Sales bear date respectively on the Days on which the Names of two of the Commissioners only are entred as present in the Minutes of those Days Proceedings.

And Mr. *Allen* being examined, Whether any Estates had been sold, when four Commissioners were not present?

He said, that on the Thirtieth of *July*, the impropriate Tythes of *Bucklebury*, the Estate of the late Lord *Bolingbroke* was sold to one *Samuel Child* for 2025*l.* and Mr. *White*'s Contract for Mr. *Radcliffe*'s Annuity was executed and witnessed by him, when only two Commissioners, Mr. Serjeant *Birch* and Mr. *Bond*, were present; and had there been any Sale that Day, the Examinant should have known it, being present all that Day, and the Minutes of his Writing; and if any other Commissioners had been present, he should have entred their Names in the Minutes; for he believed, he never forgot at any Time to enter therein the Names of the Commissioners, that were present.

Mr. *Harris* likewise said in his Examination, That he happening to come into the Board Room the said Thirtieth of *July* upon Business, Mr. Serjeant *Birch* and Mr. *Bond* were there, and he does not remember, that on that Day any other Commissioners were present.

Then Mr. *Allen* was asked by your Committee, whether to supply the Defect of a sufficient Number of Commissioners at the Board, such Commissioners, as were absent, have not afterwards set their Names to Papers or Instruments, or ordered others to do it for them. And

He answered, That he had set Sir *John Eyles*'s Name to Contracts, as if he had been present, and that he had a general Direction from Sir *John Eyles*, and Sir *Thomas Hales*, to set their Names to Warrants, Precepts, Contracts, or any Thing done at the Board; that they knew he did it, and approved of it; otherwise he should not have ventured to have done it; and he said, he had those Orders soon after he officiated as Secretary; but he had no such Orders from any of the other Commissioners, nor did he know of any such Orders given to others.

Mr. *Chocke* laid before your Committee, pursuant to their Order, two original Precepts from the said Commissioners, the one dated the Eleventh of *July* 1723, and directed to *William Smith* Esq; to pay into the Exchequer 1060*l.* for the Purchase of part of Lord *Derwentwater*'s Estate, and the other dated the Thirtieth of the same Month, and directed to *Matthew White* Esq; to pay likewise 1201*l.* 1*s.* 0*d.* for the Purchase of Mr. *Radcliffe*'s Annuity payable thereout: Both which Precepts were sealed, and are signed with the Names of

Denis

Denis Bond, John Birch, John Eyles, and Thomas Hales; Copies whereof are hereunto annexed, *Appendix* No. III. and IV.

Upon Notice being taken by your Committee of some Words or Memorandum wrote on the Precept dated the Eleventh of *July*;

Mr. *Chocke* said, That a Person came to pay Money pursuant to that Precept on the Twenty-ninth of the same *July*, but went back, and came again, and paid it on the Thirty-first.

Mr. *Allen* was afterwards called in, and being shewed the said Precepts, and examined, He said at first, That he wrote the Names of Sir *John Eyles*, and Sir *Tho. Hales* to both of them; afterwards he own'd himself mistaken as to Sir *John Eyles's* Name, being Signed by the Examinant to that of the Eleventh of *July*; but said he Signed Sir *Thomas Hales's* Name to it; and both their Names to that of the Thirtieth.

Being asked where he Signed them, He said in the Board-Room, when only Mr. Serjeant *Birch* and Mr. *Bond* were present; that they never made any Objection to his Signing, but upon several Occasions have called upon him to do it.

He was then asked, if Sir *Thomas Hales* never left Orders for the Examinant to Sign after he has been gone; and he answered, he believed he had several times; but whether Sir *Thomas Hales* was present that Day, or not, he could not tell.

Being asked, whether he had not entred the Names of Commissioners in the Minute-Book, as present, tho' they were absent, and being shewn the Minute of the Eleventh of *July* 1723, where the Names of four Commissioners are entred, as present, viz. Mr. Serjeant *Birch*, Mr. *Bond*, Sir *John Eyles*, and Sir *Thomas Hales*, he said, he believed he entred the Names of Sir *John Eyles*, and Sir *Thomas Hales*, as present, tho' absent, to tally with their Names, which he had put to the Warrants or Contracts of the Day.

Then he was shewn the Minute of the Thirtieth of the same *July*, where the Names of Mr. Serjeant *Birch*, and Mr. *Bond* only are entred, as present, and being asked, why he did not then enter the Names of Sir *John Eyles*, and Sir *Thomas Hales*, he said, he could not recollect the Reason of that Particular.

He was then examined upon, what Occasion Sir *John Eyles*, and Sir *Thomas Hales* gave him Orders to Sign their Names, when absent; and he answered, it was for want of a sufficient Number of Commissioners present at the Board to dispatch Business; but when any Business of Consequence was to be transacted, Sir *John Eyles* has been sent for, and has often attended upon such Notice; and at other times the Examinant has waited on him at his House, with Contracts for him to Sign.

Being further examined, he said, That he never extended this Power to any Deeds of Conveyance, or to any thing, but what he then apprehended to be Matters of Form; and that, when this Power was given him, the Limitation was to Matters of Form.

He was thereupon asked, What he apprehended to be Matters of Forms; and his Answer was, a great many Things; such as Orders for Persons to attend to give their Testimony; for Persons to appear and give in their Claims; and Precepts for paying Money into the Exchequer; and what the Act directed to be Signed by Four of the Commissioners, he then did take to be Matters of Form; but he could not say, he took the Attendance of Four of the Commissioners, as required by the Act, to be a Matter of Form.

Being

Being asked, whether he thought Contracts for Sales of Estates were Matters of Form, he said, he did at that Time take them to be so, and said, that the Commissioners Signed and Sealed the Contracts they gave to the Purchaser (when demanded) at the same Time, that the Purchaser signed his, but the same was not sealed, or delivered in the Manner, that Deeds are, when executed, and that which the Purchaser signed was always witnessed; and that he looked upon these Contracts to bind the Commissioners to execute the Bargains of Sale to the Purchaser, according as the Act directs.

Upon which he was asked, if he ever put his Hand and Seal to any of those Contracts, he said, he had signed the Names of Sir *John Eyles* and Sir *Thomas Hales* to Contracts, and sealed them with a Seal, that was in the Office, but that he never had Sir *John Eyles's* or Sir *Thomas Hales's* Seal, and he never remembred any Contracts to be signed out of the Board Room, either by the Commissioners, or Purchasers.

Being asked, whither *Smith* and *White*, at the Time their Contracts were signed, made any Objection to there being but two Commissioners present, or to his signing thereto the Names of Sir *John Eyles* and Sir *Thomas Hales*, he answered, they made no Objection, nor could he say they saw him sign, any otherwise than as they were at the Board the Time the Examinant signed them.

Mr. *Harris* (as being Witness to all the Contracts dated the Eleventh of *July*) was asked, whether Mr. *Smith* made any Objection to Mr. *Allen's* signing Sir *Thomas Hales's* Name to his Contract made the Eleventh, and he said he remembred no Objection made by *Smith*.

But in another Part of his Examination, he informed your Committee, that having Occasion to go into the Board Room on the Thirtieth of *July*, he saw Mr. *Allen* sign Sir *John Eyles* Name to *Smith's* Contract made that Day, and dated the Eleventh; and he more particularly remembers this, because it is the last Contract entred in the Book.

Mr. *William Marwood*, being examined in the most solemn Manner, said, he was formerly Clerk to the Master of the References, and to the best of his Remembrance he attended at the Sale of the late Lord *Derwentwater's* Estate on the Eleventh of *July*, and carried in the Notes of Bidding at that Sale, when Mr. *Smith* was then declared the best Bidder.

Being asked, who were the Commissioners then present, he answered there were four, but could not name any, besides Mr. Serjeant *Birch*, who was then in the Chair; and that he never saw a Sale without four.

He was asked several Times, if he could be positive, there were four present on the Eleventh of *July*, and he said he could not be positive, but to the best of his Remembrance and Belief, he thought, there were four present.

Your Committee observing, that in the printed Particular of the Lord *Derwentwater's* Estate, the Value is therecomputed to be 5013 *l. per Ann.* and the Timber valued at 4500 *l.* they examined in the most solemn Manner,

Mr. *Henry Rodbourne*, who said, that about three Years ago he was upon the Estate; that the same is Improveable; and there are several Lead Mines upon it; and that he computed the Value of the Estate, with the Profits of the Mines, which are worked, to be about 6300 *l.* or 6400 *l. per Ann.* and the Estate is increased since the time of Sale about 2, 3 or 400 *l. per Ann.* He also said, That since the late Earl's Death, his Son had only a Power to grant Leases during the Term of his

his Minority, and for that reason the Mines have been neglected; but if the said Estate and Mines were to be let out upon Leases for the Term of Twenty-one, and Thirty-one Years, the Whole might, according to his Judgment, be made worth about 9000*l. per Ann.*

Mr. *Joseph Studeley*, being examined in the most solemn Manner, said, That he was present the Eleventh of *July* 1723, when the late Lord *Derwentwater's* Estate was put up to Sale at 2000*l.* that the Examinant came to bid for it at the Desire of one Mr. *Penson*, but no Person bidding for it, while he stay'd, and other Estates being set up to Sale before he came away, he thought it would not be sold that Day, and therefore he went and told Mr. *Penson* (who waited for him) that he believed the Estate would not be sold that Day, and had the Examinant thought it would, he should have stay'd, for he came on purpose to bid for it by Mr. *Penson's* Orders, but was not to bid, 'till others had bid before; and further said, That when an Estate had been set up, and no body bid, it was usual to put it up at a lower Price the same Day.

Being asked, what one *Tooke* had told him in Relation to this Affair? He answered, That about a Week after *Tooke* told him, it was a hustled up clandestine Sale: And *Tooke* then belonged to the Office; Whereupon,

Mr. *Nicholas Tooke*, being examined in the most solemn Manner, said, That he did not remember he had any such Conversation with *Studely*, but had conversed with *Studely* several Times.

But he said, That he was at the Sale of the late Lord *Derwentwater's* Estate, and having Occasion to speak with Sir *Thomas Hales*, he sent his Servant from an outward Room into the Office, to know if he was there; and he brought him Word, that he was not there; but the Examinant did not know, whether Sir *Thomas Hales* might not come after he went away; for that he stayed not above an Hour in the Forenoon, but went away before the Estate was sold; and when it was first put up, the Examinant was not there.

Mr. *Smith*, the Purchaser of this Estate, was summoned to attend your Committee; but they did not think it proper to oblige him to be examined: And therefore, upon the Question being asked him, whether he was willing to be examined touching the Subject Matter of their Enquiry? The next Day he acquainted your Committee, That he hoped, they would not take it amiss, if he declined such Examination.

APPENDIX.

N^o. I.

A Rental of the Estates late Lord *Derwentwater's*, in the Counties of *Northumberland* and *Cumberland*.

To be Sold before the Commissioners and Trustees for the Forfeited Estates on *Thursday* the Eleventh Day of *July* next, 1723.

DILSTON in *Northumberland*.

			<i>l.</i>	<i>s.</i>	<i>d.</i>
THE House, Gardens, and Stables.					
Yards and Out-houses.					
Matthew Brown	_____	_____	26	13	4
James Brown	_____	_____	26	13	4
William Brown	_____	_____	26	13	4
Walter Nixon	_____	_____	26	13	4
Jane Robson	_____	_____	26	13	4
Edward Giles	_____	_____	26	13	4
Matthew Brown	_____	_____	11	13	4
James Brown	_____	_____	11	13	4
William Brown	_____	_____	11	13	4
Walter Nixon	_____	_____	11	13	4
Jane Robson	_____	_____	11	13	4
Edward Giles	_____	_____	11	13	4
Matthew Thompson	_____	_____	160	00	0
Mr. Gill	_____	_____	02	15	0
Cuthbert Leonard	_____	_____	15	00	0
Thomas Radcliffe	_____	_____	05	10	0
Sir William Blackett	_____	_____	02	00	0
J. Hoggard and William Milburn	_____	_____	01	00	0
Robert Hoggard	_____	_____	01	00	0
Carried over			417	05	0

John

			l.	s.	d.
		Brought over	417	05	0
John Topling	_____	_____	20	00	0
Abraham Topling	_____	_____	20	00	0
Jeremiah Brown	_____	_____	20	00	0
Christopher Atkinson, Whittles	_____	_____	20	00	0
John Forster	_____	_____	18	00	0
Ralph Forster	_____	_____	28	00	0
George Sheppard	_____	_____	16	00	0
George Slater	_____	_____	18	00	0
Ralph Readhead, Corbridge	_____	_____	70	00	0
George Potts, Throckly	_____	_____	180	00	0
Ralph Weldon	_____	_____	15	00	0
George Heppell, Thornbrough	_____	_____	42	10	0
William Heppell	_____	_____	42	10	0
Anthony Davison	_____	_____	42	10	0
William Green	_____	_____	21	05	0
Joseph Burdett	_____	_____	21	05	0
Philip Horsman	_____	_____	01	10	0
Mr. Thomas Gibson	_____	_____	00	06	0
John Rogers Esq;	_____	_____	00	01	6
J. Coates, the Manors of Wark and Elrington	_____	_____	20	10	0
Thomas Coates	_____	_____	20	10	0
The Heirs of Mr. John Elrington	_____	_____	01	04	0
Cuthbert Brown, two Farms	_____	_____	40	00	0
Nicholas Parker, White-Chappel in Warden Parish	_____	_____	25	00	0
John Bacon Esq;	_____	_____	06	00	0
James Hall	_____	_____	02	00	0
Anthony Wright	_____	_____	14	06	8
Cuthbert Brown	_____	_____	07	13	4
Fee Farm Rents	_____	_____	36	00	0
Thomas Bulman	_____	_____	00	02	6

COASTLY with the Appurtenances.

John Whitfield and Edward Green	_____	_____	90	00	0
Widow Pearson, Bag-Raw	_____	_____	10	00	0
John Green, Hackford	_____	_____	17	00	0
William and Widow Bell, Longhope	_____	_____	32	00	0
George Gibson, Westwood, ditto	_____	_____	60	00	0
Will. and George Lee, Highwood	_____	_____	53	00	0
Nich. Weldon, Aydon-Sheilds	_____	_____	35	00	0
Mich. Maughan and Chr. Nevine, Rowly-head	_____	_____	28	00	0
Thomas Pattysen	_____	_____	18	00	0
John Armstrong	_____	_____	09	00	0
John Dickinson	_____	_____	07	10	0
Duke Weas	_____	_____	08	00	0
Eliz. Scott	_____	_____	04	00	0
John Chatt	_____	_____	10	00	0
George Armstrong	_____	_____	05	00	0
John Green	_____	_____	28	00	0
John Dickinson	_____	_____	14	00	0
Thomas Green	_____	_____	06	00	0
Thomas Bell	_____	_____	10	00	0

l. s. d.
Carried over — 1631 19 0

LANGLEY Barony.

			l.	s.	d.	l.	s.	d.
		Brought over	—	—	—	1631	19	0
Matthew Leadbeater	—	—	18	06	8			
Edward Coates	—	—	18	06	8			
Richard Watson	—	—	18	06	8			
John Morrally	—	—	13	15	0			
Francis Morrally	—	—	13	15	0			
John Corbett	—	—	13	15	0			
Reynold Corbett	—	—	13	15	0			
Edward Brown, and William Thompson	—	—	62	00	0			
Nicholas Michael, and Thomas Walker	—	—	30	00	0			
John Bell	—	—	45	00	0			
Thomas Pigg	—	—	35	00	0			
John Atkinson	—	—	16	00	0			
Francis Stokoe	—	—	02	00	0			
Matthew Parker	—	—	07	00	0			
Thomas Carr, and John Cragg	—	—	05	00	0			
Nicholas Malabar	—	—	03	10	0			
Cuthbert Robson	—	—	03	10	0			
Edward Parker	—	—	03	10	0			
John Bacon, Esq;	—	—	01	04	0			
William Surtis	—	—	22	00	0			
Thomas Errington	—	—	20	00	0			
Ditto	—	—	30	00	0			
Ralph Lawes	—	—	02	15	0			
John Henderson	—	—	02	10	0			
Thomas Kirfop	—	—	02	15	0			
George Gibson	—	—	10	00	0			
John Gibson	—	—	10	00	0			
Thomas Stokoe	—	—	02	15	0			
Margaret Oliver	—	—	02	15	0			
John Lash	—	—	09	00	0			
Mark Luart	—	—	08	00	0			
Thomas Errington	—	—	03	10	0			
Humphrey Hooper	—	—	02	05	0			
Dr. Lambert	—	—	04	00	0			
Mr. Aynesley	—	—	14	00	0			
John Maughan	—	—	04	05	0			
Robert Bell	—	—	10	00	0			
Thomas Green, and Thomas Howden	—	—	32	00	0			
John Green, and Jos. Walker	—	—	05	00	0			
Thomas Robson	—	—	07	10	0			
Thomas Robson, junior.	—	—	07	10	0			
Francis Stokoe	—	—	10	00	0			
Edward Dunn	—	—	02	00	0			
John Aynesley	—	—	08	00	0			
John Green	—	—	01	10	0			
The Lees, a Lease for 99 Years	—	—	26	16	0			
Thomas Surtis, and Hugh Pearson	—	—	03	00	0			
Nich. Glendwritb	—	—	08	00	0			
		Carried over	495	10	0	1631	19	0

(17)

	<i>l.</i>	<i>s.</i>	<i>d.</i>	<i>l.</i>	<i>s.</i>	<i>d.</i>
Brought over	495	10	0	1631	19	0
Thomas Maughan	07	10	0			
Joseph Todd	06	00	0			
John Maughan	03	04	0			
Ditto.	01	00	0			
John Hutchinson	01	04	0			
John Maughan, and John Hutchinson	01	04	0			
Mich. Glendwright	08	10	0			
Joseph Maughan	05	00	0			
Quit Rents of Langley Barony	15	08	7			
				544	10	7

WHITINGSTALL Manor.

Thomas Humble	16	00	0			
Thomas Humble, and Partners	34	00	0			
John Lawson	20	00	0			
John Boutflour	34	00	0			
John Willy, and George Willy	22	00	0			
Cuthbert Ellison	40	00	0			
Cuthbert Selby	16	00	0			
Thomas Pattinson	08	10	0			
William Green	07	00	0			
Cuthbert Brown	39	00	0			
Thomas Tewster	14	00	0			
Edward Selby	33	00	0			
John Tewster	16	00	0			
Ralph and Robert Tewster	11	00	0			
Cuthbert Selby	13	00	0			
John Reynoldson	07	10	0			
George Reynoldson	14	00	0			
Richard Brown	02	00	0			
John Brown	10	00	0			
Richard Stupart	01	10	0			
Thomas Wilkinson	03	00	0			
Robert White	00	10	0			
Thomas Lawson	00	06	0			
George Wilkinson	00	10	0			
Stephen Thompson	00	08	0			
Ralph Headley	02	00	0			
Margaret Philipson	00	10	0			
George Reynoldson	01	15	0			
John Hooper	00	06	8			
John Witty	05	10	0			
Barth. Walker	08	00	0			
Mary Charlton, Buteland	86	00	0			
Martin Swinburn	27	10	0			
George Mewbray	06	10	0			
Robert Widdrington	60	00	0			
Patrick Thompson	04	00	0			
Mrs. Milbanks	02	00	0			
Carried over	567	05	8	2176	09	7
E				Ralph		

(18)

			l.	s.	d.	l.	s.	d.
	Brought over	—	567	05	8	2176	09	7
Ralph Wood, Harburn	—	—	70	00	0			
Abraham and John Topling	—	—	75	00	0			
Ralph Messelgine	—	—	25	00	0			
Ralph Wood, Needles-Hall	—	—	100	00	0			
Robert Twizle, Whittles and Lee Houses	—	—	25	00	0			
Ralph Wood, the Tythes of Harburn Grange	—	—	55	00	0			
Stephen Tone, Meldon-Park	—	—	71	10	0			
John Tone	—	—	54	05	0			
Mary Dunn	—	—	54	05	0			
Edward Richardson, Out-Grounds	—	—	75	00	0			
William Shotton	—	—	80	00	0			
John and Peter Hughes, Lorbettle Tythes	—	—	25	00	0			
Ditto, Middleton-Hall	—	—	131	00	0			
Thomas Brown, Spindleston	—	—	280	00	0			
Joseph Brown, Outchefer	—	—	220	00	0			
						1908	05	8

D U R H A M.

SCREMERSTON Manor.

Anne Clavering	—	—	147	00	0			
The North Side	—	—	145	00	0			
James Wilkinson	—	—	08	00	0			
Francis Anderson	—	—	14	10	0			
John Chareton	—	—	67	00	0			
						381	10	0
Fee Farm Rents	—	—				22	09	0

The Manor of ALDSTON MOORE.

Richard Wallis	—	—	35	07	6			
Ditto, Mill and Tythes	—	—	35	00	0			
John Brown, Tine-head Farm	—	—	15	00	0			
Henry Stephenson, Gelderdale Colliery	—	—	10	05	0			
Collected by the Bailiffs Antient Rents due } at Michaelmas	—	—	55	00	3			
Several for Houses, &c.	—	—	02	01	4			
William Errington	—	—	00	10	0			
Robert Hewet	—	—	00	02	0			
Thomas Errington	—	—	00	00	6			
Thomas Vazie	—	—	00	01	0			
						153	07	7
N. B. A Crown Rent for the Manor and Mines, per Ann. is paid 13 l. 6 s. 8 d.								
			Carried over			4642	01	10

The

The Manor of CASTLERIGG and DERWENTWATER.

			<i>l.</i>	<i>s.</i>	<i>d.</i>	<i>l.</i>	<i>s.</i>	<i>d.</i>
		Brought over	—	—	—	46	42	01 10
Samuel Hodgson and Francis Fisher	—	—	12	00	0			
William Udall	—	—	13	10	0			
William Wren	—	—	05	10	0			
Edward Stephenson	—	—	30	06	6			
Peter Wren	—	—	02	05	0			
John Wren	—	—	10	00	0			
Joseph Watson	—	—	03	00	0			
Thomas Grave	—	—	14	00	0			
Francis Hodgson	—	—	07	00	0			
Agnes Lowther	—	—	08	10	0			
John Fisher	—	—	20	00	0			
Mary Barwick	—	—	04	05	0			
Elizabeth Barwick	—	—	01	15	0			
William Scott	—	—	00	15	0			
Thomas Grave	—	—	22	10	0			
Gawen Wren	—	—	15	00	0			
Leonard Young, Husband.	—	—	01	00	0			
John Grave	—	—	01	00	0			
Robert Simpson	—	—	18	00	0			
Robert Smith	—	—	08	10	0			
Joseph Todhunter	—	—	12	00	0			
Customary Rents	—	—	59	19	1			
						270	15	07
						49	12	17 05

UNLETT.

An Island of Timber containing two Acres.
 Caswafts in Common for Ten, twelve Acres.

N. B. There is 30 Acres of Timber containing near 7000 Oaks, value } 4000
 Birch and Ash, value — — 500
 4500

Paid to the Duke of Somerset a Sparrow } 00 02 0
 Hawk, or — — — — }
 To the Lord Greystock a Free Rent — — 00 03 4
 To Sir William Flemming, for the Mill-Dam 00 06 8
 00 12 0

The above Estate is to be Sold during the continuance of an Estate in Tail Male, vested in *Charles Radcliffe*, younger Brother of *James* late Earl of *Derwentwater*, in Remainder, expectant on the Death of *John Radcliffe*, only Son of the said late Earl, under Age, and without Issue Male.

The

The Estate of the late Lord Derwentwater is subject to the following Charges and Annuities, viz.

	<i>l.</i>	<i>s.</i>	<i>d.</i>
To a Proportion of a yearly Sum of 1000 <i>l.</i> payable to Mary Countess Dowager of <i>Derwentwater</i> (Wife of <i>James Rook Esq;</i>) during her Life			
To an Annuity of 200 <i>l.</i> per Ann. during the Life of <i>William Radcliffe</i>	200	00	0
To a Rent Charge of 300 <i>l.</i> per Ann. during the Life of <i>Arthur Radcliffe</i>	300	00	0
To the yearly Sums of 100 <i>l.</i> apiece to the Ladies <i>Catherine</i> and <i>Elizabeth Radcliffe</i> for their Lives	200	00	0
To a Portion of 3000 <i>l.</i> payable to Lady <i>Mary Tudor Radcliffe</i> at her Age of Twenty, or Marriage, and a yearly Maintenance of 100 <i>l.</i> in the mean Time			
To a Portion of 12000 <i>l.</i> to be paid to <i>Anna Maria Radcliffe</i> , only Daughter of <i>James</i> late Earl of <i>Derwentwater</i> , at her Age of Twenty-one, or Day of Marriage (which shall first happen) and 300 <i>l.</i> per Ann. for her Maintenance in the mean Time; but if her Brother happen to die without Issue Male, before he shall attain the Age of Twenty-one, and she be then living and under Twenty-one, and shall afterwards attain the Age of Eighteen Years, or be married, then 20000 <i>l.</i> for her Portion, and 500 <i>l.</i> per Ann. for her Maintenance from the Death of her Brother			
To a Mortgage of 5900 <i>l.</i> and Interest made to Lady <i>Mary Radcliffe</i> Sister to Earl <i>Edward</i>			
To an annual Rent of 6 <i>l.</i> 13 <i>s.</i> 4 <i>d.</i> payable to <i>Richard Dashwood Esq;</i> for the Manor of <i>Wine</i> within <i>Aldston</i>	06	13	4
To a yearly Rent of 6 <i>s.</i> 8 <i>d.</i> issuing out of <i>Ile Park</i> payable to Sir <i>William Fleming</i>	00	06	8
The Reversion and Inheritance of the Tythe Corn of <i>Dilston</i> and <i>Larbottle</i> , Expectant on the Determination of the several Terms of Twenty-one Years granted by two Leases bearing Date the Twenty-third of <i>June</i> 1713, and also the several Rents of 5 <i>l.</i> and 4 <i>l.</i> thereby reserved, are claimed by and allowed to the Dean and Chapter of <i>Carlisle</i>	09	00	0
The Tythe of Corn and Grain arising within the Closes called <i>Ullack Closes</i> and Ground End Parcell of the Rectory of <i>Croftwaite</i> are claimed by and allowed to <i>Gawen Wren</i>			
To the several annual Rents of 5 <i>l.</i> 2 <i>l.</i> 6 <i>s.</i> 8 <i>d.</i> and 12 <i>l.</i> 13 <i>s.</i> 4 <i>d.</i> issuing out of Tythes in <i>Shastoe</i> Tenements in <i>Woolsey</i> , and Rectory of <i>Whelpington</i> , payable to Sir <i>John Knight</i> , & aliis.	05	00	0
	02	06	8
	12	13	4
To the several annual Rents of 10 <i>l.</i> 6 <i>s.</i> 8 <i>d.</i> and 7 <i>l.</i> 6 <i>s.</i> 8 <i>d.</i> issuing out of the Rectory of <i>Hartbourn</i> , and the Messuage or Tenement in the Wood called <i>Westwood</i> in <i>Hexamshire</i> , payable to <i>Edward Noell Esq;</i>	10	06	8
	07	06	8

To

To an annual Rent of 6 <i>s.</i> 6 <i>d.</i> issuing out of the Town of <i>Dilston</i> , payable to <i>John Bendlowes</i>	l. s. d. 00 06 6
To an annual Rent of 5 <i>l.</i> 6 <i>s.</i> 8 <i>d.</i> payable to Sir <i>Joseph</i> <i>Jekyll, & al.</i> for the Tythes of Corn in <i>Spindleston</i>	05 06 8
And to an Annuity of 200 <i>l.</i> during the Life of <i>Charles</i> <i>Radcliffe</i> , which is forfeited	200 00 0

A true Copy examined by me,

GEO. TURBILL, Keeper of the Records, &c.

N^o. II.

MEMORANDUM, That this Eleventh Day of *July* 1723, the Estates late of *James* late Earl of *Derwentwater* Attainted of High Treason, in the Counties of *Northumberland* and *Cumberland*, according to the printed Particulars thereof, being put up to Sale by way of Cant or Auction, and *William Smith* of *Billeter-Square, London*, Esq; bidding the Sum of 1060*l.* which was the most that was bid for the same, was by us deemed and declared the Purchaser thereof. We therefore hereby Certify, That we have this Day contracted to sell the said Estate to the said *William Smith* for the said Sum of 1060*l.* to hold the said Estates to the said *William Smith*, his Heirs and Assigns, during the Continuance of an Estate in Tail Male vested in *Charles Radcliffe* younger Brother of *James* late Earl of *Derwentwater*, in Remainder Expectant on the Death of *John Radcliffe*, only Son of the said late Earl, under Age and without Issue Male; and to hold the Reversion in Fee of and in the said Premises, and vested in the said late Earl, Expectant on the Determination of the several Estates Tail preceding to the said Reversion, and subject to the several Charges and Annuities mentioned in the printed Particular. And the said *William Smith* hath agreed to pay One Fifth Part of the said Sum into the Exchequer on or before the First Day of *August* next; and the Remainder of the said Sum into the Exchequer on or before the Twenty-eighth Day of *September* next, together with lawful Interest for the same after the Rate of Five Pounds *per Centum per Annum*, from the Day of the Date hereof, to the Day of Payment of the said last mentioned Sum into the said Exchequer. Dated the Day and Year first above written.

Witness,
Sam. Allen.

WM. SMITH.

N^o. III.

Denis Bond.

J. Birch.

John Eyles.

T. Hales.

IN Pursuance of an Act of Parliament, Intituled, *An Act for Vesting the Forfeited Estates in Great Britain and Ireland in Trustees, to be sold for the Use of the Publick; and for giving Relief to lawful Creditors by determining the Claims; and for the more effectual bringing into the respective Exchequers the Rents and Profits of the said Estates, till sold; We Commissioners and Trustees in the said Act named, do hereby require and command you, in Pursuance of your Contract, to pay into the Receipt of His Majesty's Exchequer in England, on or before the First Day of August next, the Sum of 212*l.* and the further Sum of 848*l.* on or before the Twenty-eighth Day of September next, together with lawful Interest for the same, at the Rate of Five Pounds per Cent. per Annum from the Day of the Date hereof, to the Day of Payment of said last mentioned Sum into the Exchequer, being the Purchase Money for Part of the Estate late of James late Earl of Derwentwater in the Counties of Northumberland and Cumberland: And herein you are not to fail at your Peril. Given under our Hands and Seals this Eleventh Day of July, Anno Dom. 1723.*

To WILLIAM SMITH Esq;

	<i>l.</i>	<i>s.</i>	<i>d.</i>
Paid July 31.	212	00	00
Paid Sept. 26.	848	00	00
Interest 77 Days	8	18	10
	1068	18	10

Exchequer, March 3, 1731.
Copy examined by the Original.

ALEX. CHOCKE.

N^o. IV.

To MATHEW WHITE of Blagdon in Northumberland Esq;

Denis Bond (L.S.) J. Birch (L.S.) T. Hales (L.S.) John Eyles (L.S.)

IN Pursuance of an Act of Parliament, Intituled, *An Act for Vesting the Forfeited Estates in Great Britain and Ireland in Trustees, to be sold for the Use of the Publick; and for giving Relief to lawful Creditors by determining the Claims; and for the more effectual bringing into the respective Exchequers the Rents and Profits of the said Estates, till sold:* We Commissioners and Trustees in the said Act named, do hereby require and command you, in Pursuance of your Contract, to pay into the Receipt of His Majesty's Exchequer in *England*, on or before the second Day of *August* next, the Sum of Two Hundred Forty Pounds Four Shillings and Two Pence, and the further Sum of Nine Hundred Sixty Pounds Sixteen Shillings and Ten Pence, on or before the Twenty-eighth Day of *September* next, together with lawful Interest for the same, at the Rate of Five Pounds *per Cent. per Annum*, from the Day of the Date hereof to the Day of Payment of the said last mentioned Sum into the said Exchequer, being the Purchase Money for an Annuity of Two Hundred Pounds, payable out of Estate of the late Earl *Derwentwater*, together with the Arrears thereof, from the Attainder of the said *Charles Ratcliffe*; and herein you are not to fail at your Peril. Given under our Hands and Seals this Thirtieth Day of *July*, *Ann Dom.* 1723.

Paid <i>August</i> 2, 1723.	240 04 02
Paid <i>September</i> 26, 1723.	960 16 10
Interest 58 Days.	7 12 07

Exchequer, March 3, 1731.
Copy examined by the Original.

ALEX. CHOCKE.

F I N I S.

